COST SHARE AGREEMENT

between

USDA FOREST SERVICE (USDA-FS) & TAHOE-DOUGLAS FIRE PROTECTION DISTRICT (TDFD)

Following is the cost share agreement between the above-mentioned agencies as it was negotiated for the following incident:

INCIDENT NAME: GONDOLA

INCIDENT NUMBERS BY AGENCY:

USDA-FS – CA-TMU-9828 P58519 TDFD – 02-1072 NDF – 1030013

INCIDENT START DATE AND TIME: July 3 at approximately 1200 hours

JURISDICTIONS:

USDA, Forest Service State of California, California Tahoe Conservancy State of Nevada, Nevada State Park Tahoe Douglas Fire Protection District

INCIDENT CAUSE: Carelessly discarded smoking material

COMMAND STRUCTURE: Unified command – (USDA-FS and TDFD)

UC Start date/time: July 3, 2002 at approximately 1200 hours

UC End date/time: July 15, 2002 at 1800 hours

COST-SHARE PERIOD:

Start date/time: July 3, 2002 at approx. 1200 hours End date/time: July 15, 2002 at 1800 hours

IC: Tim D. Smith, Fire Chief, TDFD

Linda Szczepanik, USDA-FS Northern California Team #1

UNIFIED ORDERING POINT: Camino

Agency Representatives participating in development of this cost share agreement:

USDA, Forest Service Kit Bailey, Fire Management Officer Maribeth Gustafson, Forest Supervisor Denise Maddalena, Chief Financial Officer Tahoe Douglas Fire Protection District Tim D. Smith, Fire Chief

This cost share agreement between Forest Service, USDA (USDA-FS) and Tahoe Douglas Fire Protection District was prepared under the following guidelines:

- 1. In accordance with the Fire District Cooperative Fire Protection Agreement between Lake Tahoe Basin Management Unit and Tahoe Douglas Fire District (00CA11051900010).
- 2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included.
- 3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
- 4. Agency-specific administrative costs will not be shared.
- 5. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
- 6. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared or covered in this agreement.
- 7. Sharing of final actual costs between the agencies will be based on percentage of jurisdiction for fire protection responsibilities and distribution of structure protection as agreed to by IC's as defined in this agreement.
- 8. Shared costs will be based on the unified ICs' mutual judgment and agreement as to threat and resources assigned for each agency's area of responsibility.
- 9. Aircraft and retardant costs will be the responsibility of the USDA-FS.
- 10. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
- 11. Within 180 days, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed. Incident Financial Services will handle any billing required under this agreement.

Address:

Incident Financial Services 100 Forni Road Placerville, California 95667 (530) 295-5680. In accordance with the attached documentation and rational, it is hereby agreed that cost sharing on this incident will be:

	Aircraft/ Retardant	Structure Protection	Direct Resource except Structure and Dozers	Indirect Support
FEDERAL TDFD	100% 0%	0% 100%	99% 1%	95% 5%
TOTAL	100%	100%	100%	100%

This agreement and the apportionment are our last judgments of agency cost responsibilities.

USDA-Forest Service

Tahoe Douglas Fire Protection District

Signature - Kit Bailey

Signature - Tim D. Smith

Signature - Maribeth Gustafson

Mailing Address:

Mailing Address:

870 Emerald Bay Road #1

P.O. Box 919

South Lake Tahoe, CA 96150

Zephyr Cove, NV 89448

Telephone: (530) 573-2631

Telephone (775) 588-3591 Ext 2

Date of this finalized agreement: 7/29/2002

Attachments

Estimated costs

Rational for percentage share

Rational for sharing of estimated costs on Gondola Incident CA-TMU-09828

The final perimeter map of the fire completed on July 5, 2002 at 1200 hours shows the acreage for each jurisdiction represented. The following table displays the data from the map. The map is displayed in the final incident report prepared by California Team #1 on July 8, 2002.

ACRES IMPACTED (BY OWNERSHIP)						
Ownership	California	Nevada	Total	Percentage		
FS-LTBMU	0	401	401	60%		
California Tahoe Conservancy	17	0	17	2%		
Lake Tahoe Nevada State Park	0	249	249	37%		
Private (Heavenly Ski Area)	0	6	6	1%		
Totals	17	656	73	100%		

The following acknowledgements were made by the IC's and agency representatives reviewing this information. The fire protection for the 1% of Heavenly Ski Area protection is provided by Tahoe Douglas Fire Protection District. The Forest Service provides fire protection for the acres owned by the Forest Service, the land owned by California Tahoe Conservancy, and the land owned by the Nevada State Park. For the purposes of costs shared by percentage of acres burned the totals were determined to be, Forest Service 99% and TDFD 1% based on this map.

Aircraft/Retardant will be the responsibility of the Forest Service.

Bull Dozers will be the responsibility of the Forest Service.

<u>Direct Resources</u> except Structure engines and Bull Dozers, were determined to be shared by percentage of acres burned.

<u>Structure Engines</u> used for structure protection on July 3 and 4 were agreed to be 100% paid by Tahoe Douglas Fire Protection District. The following resources were identified as being paid by Tahoe Douglas Fire Protection:

Resource Order E-6 Strike Team CA-NTF-ST4228A Engines - CA-NRS E31-2; CA-SQU E221; CA-MEK E62; CA-TRK E92; NV-NLT E11

Resource Order E-7 Strike Team CA-XTB Sierra Front #1
Engines - NV-NDF E8; NV-NDF E4; NV-STO E1; NV-STO E2; NV-SPK E11

Resource Order E-8 Strike Team CA-XTB STA Sierra Front #2 Engines - NV-CAR E3, NV-WAS E10; NV-WAS E18; NV-LYO E38; NV-LYO E2

East Fork #1

Equipment - E-8 Type 1; E66 Type 2; B-2 Type 3; T10a Light Tender; T3 Heavy Tender

East Fork #2

Equipment – E-1 Type 1; E-77 Type 1; B-9 Type 3; B-15 Type 3; T-9 Heavy Tender

Individual Resources

Incline Type 3 E-11
Sparks Type 3 - Birsh 21 - E-10
EFFD Type 3

<u>Indirect Resources</u> — Tahoe Douglas Fire Protection has agreed to accept the percentage share shown of all support costs as representative of the additional support needed on July 3 and July 4 in response to the structure engines at incident and Tahoe Douglas is directly responsible for. The five percent shown as indirect costs proportional to Tahoe Douglas is an estimated percentage not to exceed \$30,000. All other indirect support costs will be paid the Forest Service.